

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1998A11393
	§	
vs.	§	
	§	
Loretta Thompson		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Oakland County, Michigan within the jurisdiction of this Court and may be served with service of process at 27500 Franklin Road Apartment 816, Southfield, Michigan 48034.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$2,909.34
B. Current Capitalized Interest Balance and Accrued Interest	\$4,983.69
C. Administrative Fee, Costs, Penalties	\$10.17
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$7,903.20

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Name: Loretta Thompson

Address: 14554 Prairie St
Detroit, MI 48238
SSN 1-

Total debt due United States as of 8/7/97: \$4,427.02

I certify that U.S. Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$2,909.34 from 8/7/97 at the annual rate of 8.00%. Interest accrues on the principal amount of this debt at the rate of \$0.64 per day.

The claim arose in connection with a Government insured or guaranteed loan made by a private lender and assigned to the United States.

On 2/9/88 & 3/27/89 the debtor executed promissory note(s) to secure loan(s) from Citibank (New York State) Rochester, NY & Merchants National Bank of Topeka c/o Loan Processing Center, Lincoln, NE under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. part 682). The holder demanded payment according to the terms of the note(s) and on 12/1/88 & 5/1/90 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$201.84, thereby increasing the principal balance due to \$2,909.34.

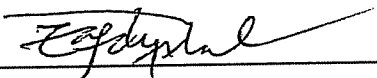
After application of the last voluntary payment of \$0.00 which was received on N/A the debtor now owes the following:

Principal:	\$2,909.34
Interest:	\$1,507.51
Administrative/Collection Costs:	\$10.17
Penalties:	\$0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

AUG 21 1997

Date



Loan Analyst
Litigation Branch

A IMPORTANT - READ THIS INFORMATION CAREFULLY

The terms "I" and "me" refer to the hearer.

- The terms of the loan are as follows:
1. I will read the Promissory Note before I fill it out. If I have any questions, I will ask my Your City State ZIP Detroit Mich 48221
2. When the lender accepts my signed Promissory Note with my application, the lender is not necessarily agreeing to lend me the money. The lender has the right not to make a loan or lend an amount less than the Loan Amount Requested. I will be required to repay only the amount of money that the lender lends. Laws and regulations may not allow the lender to lend me as much as I have asked for.
3. After HEAF has agreed to guarantee my loan, the lender will send me a Disclosure Statement. The Disclosure Statement will tell me:
- a) the total dollar amount of my loan c) the dollar amount of the origination fee I will pay e) my disbursement schedule (when I will get my loan checks)
- b) the interest rate I will pay d) the dollar amount of the guarantee fee I will pay f) how long my grace period will be
- Some of the terms on my Disclosure Statement may be different from what they are on the Promissory Note. If they are different, the terms on the Disclosure Statement apply instead of what is on this Note. If I am not satisfied with the new terms, I may cancel the agreement. If I do wish to cancel this agreement, I will contact my lender immediately and I will not cash any loan checks.
- I will be sure to check the Disclosure Statement as soon as I get it and let my lender know if anything looks wrong or if I have any questions.
- PROMISE TO PAY**
- CITIBANK (NEW YORK STATE)**

B. PROMISE TO PAY

CITIBANK (NEW YORK STATE)

promise to pay to the order of

FO Box 22829

Rochester NY

1459c

All of the following amounts

- 11 The entire Loan Amount Requested or such lesser amount as is needed (CAA, 44 USC 42)

REQUESTED 5

500.00

- [illegible]

C. GENERAL

I understand that the transfer has of the public school children to the Catholic Education Assistant Education Board and that the Board is now responsible for the education of these children. This Promissory Note will be subject to the provisions of the Public Education Act of 1961 in the Act as amended, particularly in relation to the Rules and Regulations of the Board. The Board is now responsible for the education of these children by the laws of the period of the transfer of the children to the Board.

D. REPAYMENT

[illegible]

- 1) The Secretary will pay interest that accrues on the loan prior to the date of the first payment during any deferral period, my behalf under the regular payments made by the Secretary. The lender may not offer to make any other arrangement, however, choose to pay this interest myself.
- 2) Once the repayment period begins I will be required to pay the principal balance of the loan that accrues on this loan, except that the first payment on the loan prior to the deferral period was payable by the Secretary. The Secretary will pay the interest that accrues during any period described under DEFERMENT in this Promissory Note.
- 3) The lender may add any interest to the loan principal balance of this loan that is due when it is due in accordance with the terms of the loan. I will repay the loan within 15 years of the date of the first payment made, over a payment period that may be, last, at least 5 years but no more than 15 years. However, the lender may agree to the terms apply.
- a) The lender may require a GRACE PERIOD, during which time I will not be required to make payments of any loans, GSL and PLUS, including those if any loans are at least \$500. I will pay the unpaid principal balance of the loan at the end of the grace period. The terms apply to all loans of my loans GSL and PLUS.
- b) Any period described under DEFERMENT in the Promissory Note or any period for which the lender has granted forbearance will not be included in determining the 5, 10, and 15-year periods mentioned above.
- 4) If during the grace period, I request a shorter repayment period, the lender may agree to a period shorter than 5 years. In that event, I may later choose to have the repayment period extended to 5 years.
- 5) I must contact the lender prior to expiration of my grace period to establish the terms of repayment if I request to do so. I hereby authorize the lender to establish repayment terms within the guidelines set forth in Paragraph 3 of this document without my further approval. However, the lender must inform me of these terms in writing at the latest address if at all provided to the lender.
- 6) My obligation to repay this loan shall be cancelled if it becomes totally and permanently disabled.

The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document, known as a repayment schedule, that the lender will provide to me before the repayment period begins.

E. PREPAYMENT

E. PREPAYMENT
At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Note. In the event of prepayment, I may be entitled to a refund of unearned interest. The amount of any such rebate will be computed by the same method by which interest payments were computed.

HEAF Form 207A, C3-86

023726

5. DIFFERENT

[illegible]

6. MODIFICATION OF REPAYMENT TERMS

6. MODIFICATION OF REPAYMENT TERMS

8. DEFAULT & ACCELERATION

H. DIFFICULTY & ACCELERATION

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them. The list includes names such as "John Doe", "Jane Smith", and "Robert Johnson", along with their respective addresses.

1 CREDIT BUREAU NOTIFICATION

CREDIT BUREAU NOTIFICATION

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE CREDIT BUREAU OF THE UNITED STATES OF AMERICA. IT IS TO BE KEPT CONFIDENTIAL AND NOT TO BE DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF THE CREDIT BUREAU OF THE UNITED STATES OF AMERICA. IT IS TO BE USED ONLY FOR THE PURPOSES FOR WHICH IT WAS OBTAINED. IT IS TO BE DESTROYED WHEN NO LONGER NEEDED FOR THE PURPOSES FOR WHICH IT WAS OBTAINED. IT IS TO BE KEPT SEPARATE FROM ALL OTHER INFORMATION.

LATE CHARGES

J LATE CHARGES

A statement by law enforcement officials in Chicago said that a man who was arrested on charges of being a member of the Black Panther Party had been charged with late payment of his rent.

NOTE TO B. HANOVER

- a. DO NOT SIGN THIS PROMISSORY NOTE BEFORE YOU READ IT
b. YOU ARE ENTITLED TO A COPY OF THIS PROMISSORY NOTE
c. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY
d. IF YOU HAVE ANY QUESTIONS OR WISH TO CANCEL THIS LOAN 1. DO NOT CASH
THE LOAN CHECK 2. AND 3. CONTACT YOUR LENDER

Shirley Thompson 2-9-88
LENDER
COPY

LENDER
COPY

BEST COPY AVAILABLE
AT TIME OF FILMING

HEAF REPAYMENT OF REPAYMENT

I understand that in certain instances by the ACT the payments that I am required to make under Section D may be deferred. Payments of principal on my loan will be deferred after the repayment period begins, because of circumstances listed below, provided I comply with the procedural requirements set forth in the regulations governing the GSLP:

1. While I am enrolled in a school that is participating in the GSLP, however, only citizens or nationals may attend schools outside the United States:
 - A. Full-time study at a school that is participating in the GSLP, however, only citizens or nationals may attend schools outside the United States;
 - B. Full-time study at an institution of higher education or a vocational school that is operated by an agency of the Federal Government;
 - C. A graduate fellowship or research grant from the Department of Education, or
 - D. A rehabilitation training program approved by the Secretary of Education.
2. For periods not exceeding the following while I am:
 - A. On active duty in the United States Armed Forces as an officer in the Commissioned Corps of the United States Public Health Service, or as a member of the United States Armed Forces;
 - B. Serving as a National Volunteer;
 - C. Serving as a full-time participant in the Domestic Volunteer Service Act of 1973 (ACTON program) (e.g., VISTA);
 - D. Serving as a full-time participant in the Peace Corps, or as a member of the United States Armed Forces, or as a member of the United States Armed Forces, or as a member of the United States Armed Forces;
 - E. Temporarily totally disabled, as established by an affidavit of a qualified physician.
3. For a period not exceeding 12 months, while I am serving in a fellowship that is required for me to gain professional recognition required to begin practice of my profession or service.
4. For a single semester or less, while I am continuously seeking but unable to find full-time employment in the United States.

To be granted a deferment, I must provide the lender with written evidence of my eligibility. I must subsequently notify the lender as soon as the condition for which the deferment was granted no longer exists.

MODIFICATION OF REPAYMENT TERMS

If I am unable to repay this loan in accordance with the terms established under Section D, I may request the lender to modify these terms. The lender may, but is not required to, allow any of the following:

- 1) A short period of time in which payments are waived.
- 2) A reasonable extension of time for making payments.
- 3) Making smaller payments than were originally scheduled.

I understand that during this period I will remain responsible for payment of interest which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of the loan.

REPAYMENT BY DEPARTMENT OF DEFENSE

Under certain circumstances, military personnel may have their loans repaid by the Secretary of Defense, in accordance with Section 302 of the Department of Defense Authorization Act, 1981 (P.L. 96-342, 10 U.S.C. 2141, note.)

Questions concerning the program should be addressed to the local Service recruiter. The program described is a recruiting program and does not pertain to prior service individuals or those not eligible for enlistment in the Armed Forces.

CFD 12/11/90 58927

DOUBLE
SIDED

RECEIVED

APP 03 1990 GSL

LP, Nebraska Student Loan Program Application/Promissory Note

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE STATEMENT OR MISREPRESENTATION ON THIS FORM IS SUBJECT TO PENALTIES WHICH MAY INCLUDE FINES OR IMPRISONMENT UNDER THE UNITED STATES CRIMINAL CODE AND 20 U.S.C. 1097.

SECTION I—TO BE COMPLETED BY STUDENT BORROWER

Type or print clearly with a ballpoint pen. Read the instructions carefully.

1. Social Security Number	2. Last Name THOMPSON	First LORETTA	M.I.	3. Birth Date (Mo./Day/Yr.)
Home Area Code/Telephone Number (313) 867-5905	5. Permanent Home Address 2529 Richman	Street Richman	City Detroit	State Mi ZIP Code + 4 48206
U.S. Citizenship Status <input type="checkbox"/> (a) U.S. Citizen, National or related status <input type="checkbox"/> (b) Permanent Resident or Eligible Noncitizen (See instructions) <input type="checkbox"/> (c) Neither a nor b (See instructions) Alien Registration #	7. Driver's License Number	State	8. State of Legal Residence State MI Since 1955 Prior to the school year for which this loan is intended, have you ever been enrolled in any school beyond the high school level? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	9. Have you ever defaulted on an educational loan? (See instructions) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give details on a separate sheet of paper including what arrangements have been made, if any, to repay this debt.
11. Intended Enrollment: (See instructions.) <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> At least half-time <input type="checkbox"/> Less than half-time	13. What period do you want this loan to cover? From: (Mo./Yr.) 3-89 To: (Mo./Yr.) 4-90			
While in School, You intend To Live ("X") One <input type="checkbox"/> With Parents <input type="checkbox"/> On Campus <input checked="" type="checkbox"/> Off Campus	Address 2529 Richman Detroit Mich			15. Major
Do you have any outstanding GSL, FISL, PLUS, SLS, ALAS debts? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list below. (See instructions) If no, write none and go to 17. Attach a separate sheet if more space is needed.			Use Code on page 4 of instructions.	
Name of Lender	City & State of Lender	Unpaid Balance & Interest Rate	Loan Period Begin End	Loan Type GSL, FISL, PLUS etc.

(a) Endorser (if any), Parent or Guardian (Circle one) Name Loretta Cover Address 18227 Mendota City, State, ZIP Detroit Mich 48206	(b) Adult Relative, Friend or Separated Parent (Circle one) Name Leola Oliver Address 18227 Mendota City, State, ZIP Detroit Mich 48206	(c) Other Adult Relative or Friend (Circle one) Name Mary Williams Address 80479 Antioch City, State, ZIP Detroit Mich 48206
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DISCLOSURE AND PROMISSORY NOTE

I, the undersigned, promise to pay to you or your order when this Note becomes due as set forth in Paragraph B, a sum certain equal to the loan amount I have requested in Section I, Item 10 of this application for a GSL Loan. This loan is hereby incorporated by reference into this Promissory Note to the extent that it is advanced to me, plus interest as set forth in Paragraph C and any other charges which may become due as set forth in Paragraph D. Payments will be made in your address as indicated on my Disclosure Statement, or to any other address of which you notify me.

I acknowledge that by accepting the proceeds of this loan I am agreeing to repay the sum advanced to me including guarantee and origination fees under the terms and conditions of this Promissory Note and Disclosure Statement. I understand and agree that if the sum in the Disclosure Statement is less than the sum stated in this note that I am obligated to repay the sum stated in the Disclosure Statement.

UNDERSTAND THAT THIS IS A PROMISSORY NOTE. I WILL NOT SIGN IT BEFORE I READ IT, INCLUDING THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. I AM ENTITLED TO KEEP AN EXACT COPY OF THIS APPLICATION AND PROMISSORY NOTE. I AM ALSO ENTITLED TO KEEP AN EXACT COPY OF THE DISCLOSURE STATEMENT TO BE ISSUED TO ME BEFORE I ACCEPT MY LOAN CHECK. BY SIGNING THIS NOTE, I CERTIFY THAT I HAVE KEPT AN EXACT COPY OF MY APPLICATION/PROMISSORY NOTE COMPLETED THROUGH SECTION I. BY SIGNING THIS NOTE, I CERTIFY THAT I HAVE READ, UNDERSTAND, AND AGREED TO THE BORROWER CERTIFICATION ON ITS REVERSE SIDE AND THE STATEMENT OF BORROWERS RIGHTS AND RESPONSIBILITIES ON PAGE 13. (PROMISSORY NOTE CONTINUES ON REVERSE SIDE.)

Loretta Thompson March 27, 89

Signature of Borrower Date

Signature of Endorser (if any) Date

SECTION II—TO BE COMPLETED BY SCHOOL

Name of School North West Beauty College	20. For School Use 3	21. School Code 020558
Address 2128 Coolidge	City Oak Park	State Mi ZIP Code + 4 48237
Loan Period (Mo./Day/Yr.) From: 3-89 To: 12-28-89	24B. Loan Period Covers: <input type="checkbox"/> Quarters <input type="checkbox"/> Semesters <input checked="" type="checkbox"/> Clock Hours	25. Borrower Grade Level Correspondence <input type="checkbox"/> Undergraduate <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> Graduate/Professional <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/>
26. Dependency Status <input checked="" type="checkbox"/> Dependent <input type="checkbox"/> Independent	27. Anticipated Graduation Date (Mo./Day/Yr.) 2-28-90	32. Amount School Approves \$2,600
28. Estimated Cost of Education for Loan Period \$12,505	29. Estimated Financial Aid for Loan Period \$2,200	30. Expected Family Contribution for Loan Period \$154
31. Difference (Item 28 minus Items 29 and 30) \$10,151		34. Suggested Disbursement Dates (Mo./Day/Yr.) 1. 3-28-89 2. 8-28-89
Signature of School Official Loretta Orzuch Date 3-28-89 Print Name & Title FAO		

SECTION III—TO BE COMPLETED BY LENDER

Name of Lender Merchants National Bank of Topeka c/o Loan Processing Center	36. For Lender Use 3	37. Scheduled Disbursement Amounts and Dates (Mo./Day/Yr.) 1. \$ 1300 3-28-89 2. \$ 1300 8-28-89 3. \$ 2000 Total \$ 4600
Address P.O. Box 6961	City Lincoln	State NE ZIP Code + 4 68506
39. Area Code/Telephone Number (913) 291-1213	41. Lender Code 804725	43. Date (Mo./Day/Yr.) 4-3-89
Signature of Authorized Lending Official Sharon Boger	44. NSLP USE GSL/FISL PLUS/SLS/ALAS	
Print or Type Name and Title Sharon Boger, Student Loans		

BORROWER: UPON COMPLETION SIGN IT ENDS

Promissory Note (continued from Application/Promissory Note) **03012**

B. **Date Note Becomes Due:** I will repay this loan in periodic installments during a payment period that will begin no later than the day after the last day of my grace period. My grace period of time which begins when I cease to be enrolled as at least a half-time student at a school that participates in the Guaranteed Student Loan Program. During my grace period, however, I may request that my repayment period begin on an earlier date.

I agree to pay interest on the unpaid balance of my loan from the date it is advanced to me until it is paid in full. The Secretary of

- C. Interest: I agree to pay amount equivalent to simple interest on the unpaid balance of my loan from the date it is advanced to me until it is paid in full. The Secretary of Education (Secretary) will pay the interest that accrues on this loan prior to the repayment period and during any deferment period, if it is determined that I qualify to have such payments made on behalf under the regulations governing the GSL Program. In the event the interest on this loan is payable by the Secretary, the lender may not attempt to collect this interest from me; however, choose to pay this interest myself. Once the repayment period begins I will be responsible for payment of all the interest that accrues on this loan, except that if the interest on this loan prior to the repayment period was payable by the Secretary, the Secretary will pay the interest that accrues during any period of deferment described under DEFERRATION OF REPAYMENT. Borrower's Rights and Responsibilities. The lender may add any interest to the unpaid principal balance of this loan that is not paid when it is due, in accordance with regular guarantor governing the GSL Program. All payments will be made to your address as set forth in Paragraph A.
- D. The Guarantee Fee: If required to do so by the lender, I will pay to the lender an amount equal to the premium that the lender is required to pay to the guarantee agency to obtain coverage on this loan. The lender will deduct this premium proportionately from each disbursement of principal on this loan.

The Origination Fee: If required to do so by the lender, I will pay to the lender an origination fee not to exceed the percentage of the loan amount that is authorized by Federal law may deduct this fee from the proceeds of the loan.

- The Original Note, if requested, may be deducted this fee from the proceeds of the loan.
- E. **Default and Acceleration:** Default means the failure of a borrower to make an installment payment when due, or to meet other terms of the Promissory Note under circumstance Secretary or the NSLP finds it reasonable to conclude that the borrower no longer intends to honor the obligation to repay, provided that this failure persists for (1) 180 day repayable in monthly installments; or (2) 240 days for a loan repayable in less frequent installments. If default on this loan (1) the lender may declare the entire unpaid amount including interest, immediately due and payable; (2) the lender, holder of NSLP may disclose to schools I have attended (or am currently attending) information about the default; ineligible to receive assistance from any of the following Federal programs: Pell Grant, Supplemental Educational Opportunity Grant, College Work-Study, State Student Inca Perkins Loan (formerly called National Direct Student Loan), Guaranteed Student Loans, Supplemental Student Loans, PLUS Loans or Consolidation Loans; and (4) I will be ineligible benefits described under Deferral and Interest in this Promissory Note.
- F. **Collection Costs-Late Charges:** If I fail to pay any of these amounts when they are due, I will also pay all charges and other costs - including attorney's fees - that are permitted by and regulations for the collection of these amounts. If this loan is referred for collection to an agency that is subject to the Fair Debt Collection Practices Act, I will pay those collection which do not exceed 25 percent of the unpaid principal and accrued interest. If permitted by State law, the lender may collect from me a late charge if I fail to pay all or part of installment payment within 10 days after it is due or if I fail to provide written evidence that verifies my eligibility to have the payment deferred as described under Deferral and Interest in this Promissory Note. A late charge may not exceed 6 cents for each dollar of each late installment.
- G. **Prepayment:** I may, at my option and without penalty, prepay all or any part of the principal of this loan at any time. If I do so, I will be entitled to a rebate of any unearned interest paid.
- Promissory Note. (2) Any notice required

AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of NSLP, Nebraska Student Loan Program, Inc., without recourse, provided, however, notwithstanding this endorsement without recourse, the undersigned hereby expressly:

- I. **Deferment:** You will let me pay interest in default, and I can provide you with a condition entitling me to the deferment.
- J. **Repayment in Installments:** I will repay outstanding principal balance plus any Disclosure which shows the repayment include all loans I have received from you more than 10 years after this Note becomes shorter than 5 years. However, I may a repayment period for all my GSL, PLL balance of all such loans plus accrued
- K. **Credit Bureau Notification:** If I default ability to obtain other credit. If I default bureau organizations unless I enter in bureau organization and must make a about me. If not otherwise prohibited
- L. **Borrower Rights and Responsibilities**
- M. **Transfer of Note:** This Note may be transferred by any such transfer in writing.
2. **Warrants that:**
- a) no defense of any party against the undersigned; and
- b) the undersigned is in compliance with the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and NSLP, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by NSLP.
- c) warrants that to the extent it has knowledge of any insolvency proceeding it has disclosed the same to NSLP.
2. **Acknowledges that:**
- a) upon payment in full by NSLP of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, NSLP will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
- b) notwithstanding payment by NSLP of the undersigned's claim and acceptance by NSLP of transfer of this instrument in consideration thereof, NSLP has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

I declare under penalty of perjury under application is true, complete and correct up to the amount of this loan. I further and to redisclose to other educational in other aspects of my student loan borrow by this application at the school named expenses related to attendance in that s (P.L. 89-329), as amended, will not exceed State Student Incentive Grant that I receive Federally Insured Student Loan, PLUS loan, in full, or in part, made payable to of Borrower's Rights and Responsibility.

I understand that I will receive a Disclosure Statement that describes my loan and the terms of my loan. I understand and agree that if the information on the Disclosure Statement conflicts with the information on the loan agreement, the Disclosure Statement applies.

School Certification
I hereby certify that the student named in Section I is accepted for enrollment, or is enrolled as at least a half-time student, is in good standing and is making satisfactory progress determined to be eligible for the Guaranteed Student Loan Program. I further certify (for periods of enrollment beginning on or after July 1, 1967) that this student is enrolled or enrollment in a degree or certificate program. Based on records available to me, I further certify that this student is neither in default nor owes a refund with respect to financial aid Title IV of the Higher Education Act of 1965, as amended, for attendance at this or any school, and that the information provided in Section II is true, complete, and correct to the knowledge and belief. I certify that based upon records available at this institution this student has satisfied the requirements under the Selective Service Act necessary to receive further certify that I have determined the eligibility or ineligibility for a Pell Grant.

Promissory Note. (2) Any notice required for any endorsement. (3) Your failure in writing. (4) If NSLP is required under original lender to enforce this Note against any other holder of this Note. (7) This Note is demand, presentment for payment not withstanding any deferment it is no notice.

His Note If my repayment period has begun and Responsibilities. I must notify my lender of my options.

As described in Paragraph E, in which case I am repaying you as described in Paragraph B, you will send me money to repay this Note. The Repayment Due Date is monthly payments for a period of not less than 5 years. My total payments for any month on my GSL, PLUS or SLS

lows. Tolls may significantly and adversely affect the accuracy and completeness of information about the default will be disclosed on the repayment status of this loan.

lines printed on page 13 of this booklet.
lines of the parties as set forth herein. I w

certify that the information contained in Section II is true and correct, and that I agree to pay to the lender any refund which may be due to the lender by the U.S. Department of Education, NSLSP, or any other federal agency, for the loan I am requesting, e.g., employment, enrollment, or other expenses for the loan period, and that I agree to be responsible for the loan period, and that I agree to be responsible for the loan period, and that I agree to be responsible for the loan period.

SIGNATURE

NAME _____

B908APN01

DATE _____

TITLE

NOTICE TO BORROWER AND ENDORSER: BY YOUR SIGNATURE ON THE OTHER SIDE OF THIS APPLICATION/PROMISSORY NOTE YOU ARE AGREEING TO THE ABOVE TERMS AND CERTIFICATION.